



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

Division of County Operations

REQUEST FOR PROPOSALS

**# 710-2016-01-
DCO-OCS**

for

**Supportive Services for Children
and Families**

Date Issued:

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SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is as follows:

The Department of Human Services (DHS), Division of County Operations, may expend up to \$12,746.00 to fund a Professional Services Contract to a non-profit agency to provide Supportive Services for Children and Families, in Jefferson County. There is no match requirement for this contract.

Work will be done within the constraints of a professional services contract to be effective July 1, 2015 through June 30, 2016, with six (6) on-year renewal options at the sole discretion of DHS, subject to approval by the Arkansas department of Finance and Administration (DF&A), appropriation of necessary funding, and review by state and federal authorities.

1.2 Background

This contract is part of the Social Services Block Grant Program for the State of Arkansas, also referred to as Title XX of the Social Security Act.

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of County Operations is one of fourteen Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

Appendix E contains the organization chart for DHS.

Appendix F contains the organization for this Division/Office.

1.4 Scope of Service

Contractor will help parents in their child-rearing role, promote healthy development and social functioning of children, prevent unnecessary removal of children from their homes, strengthen family functioning, and meet the needs of families in crisis.

Contractor will provide emergency services to meet the needs of families in crisis.

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of July 1, 2015 through June 30, 2016.

The contract may be extended for up to six additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

1.6 Anticipated Contract Funding

It is estimated that 75% of the total costs of this program or project will be financed with federal money.

The dollar amount of federal funds for this project or program is estimated to be \$ 12,746.00.

The percentage of the total costs of the project or program that will be financed by non-governmental sources is estimated to be 0% and the dollar amount that will be financed by non-governmental sources is estimated to be \$0.

SECTION 2

RFP SCHEDULE OF EVENTS

2.1 RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	March 11, 2015
Selection of Evaluation Committee	March 16, 2015
Due date and time for written questions	March 18, 2015
Due date for answers to questions	March 20, 2015
Closing date and time for receipt of proposals	On or about April 3, 2015
Date for opening of proposals	April 6, 2015
Completion of proposal evaluation and potential awardee selection	April 7, 2015
Anticipation of Award letter posted	On or about April 13, 2015
Submit Contract authorization to CSS to develop PC contract	On or about April 24, 2015
Contract start (Subject to State approval)	July 1, 2015

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of County Operations , (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Lorie Williams, Assistant Director
Office of Community Services
P.O. Box 1437, Slot S-330
Little Rock, AR 72203-1437
Phone: (501) 682-8714
Fax: (501) 682-6736
Lorie.Williams@dhs.arkansas.gov

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, post written responses on the DHS website for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The respondent shall certify on the State of Acknowledgement (Attachment B) that the proposal remains valid through the evaluation, selection, and contract period.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.**

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED.

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division/Office will publicly open proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the proposal contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, the Department shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of DHS, there is no valid justification for the claim of confidentiality, the respondent will be notified prior to the release of the information in order to allow the respondent the opportunity to pursue any desired legal remedies.

3.9 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander or a service-disabled veteran as designated by the United States Department of Veterans Affairs". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Independent Price Determination

Respondent shall arrive at the Cost Proposal (price) independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. Should a conflict of interest be detected at any time during the contract period, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

3.12 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.13 RFP Amendments

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post any amendments, addenda, and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.14 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, properly authorized, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

3.15 Respondent's Contact Person

Respondent shall provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

3.16 Anticipation of Award

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website and the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.

3.17 Awarding of Contract

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

3.18 Notification

Upon completion of the proposal evaluations, DHS will send notification of results to all respondents.

3.19 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html.

3.20 Rules of Procurement

Any actual or prospective respondent, officer, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen calendar days after the actual or prospective respondent, officer, or contractor knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

3.21 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the contractor. The respondent may submit its EEO policy as a hard copy accompanying his/her response to this solicitation or in electronic format to DHS at the following e-mail address: Lorie.Williams@dhs.arkansas.gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all contractors' EEO policies received. The submission by the successful respondent is a one-time requirement but contractors are responsible for providing updates or changes to their respective policies as necessary. Contractors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and five hard copies** of the **Technical Proposal** responsive to the terms of the RFP. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL!**

Proposal shall also include one (1) original **Cost Proposal** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**.

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO MEET THE ABOVE REQUIREMENTS, INCLUDING FAILING TO SUBMIT TECHNICAL AND COST INFORMATION SEPARATELY.

The proposals shall be received by the Division/Office by the date and time identified in Section **2.1**. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

RFP Section 4.2 provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

Proposals may be hand delivered to:

Arkansas Department of Human Services
Office of Community Services
Attn: Lorie Williams, Assistant Director
Donaghey Plaza South
700 S. Main Street, Room 3119
Little Rock, Arkansas

OR mailed by United States mail to:

Ms. Lorie Williams, Assistant Director
Arkansas Department of Human Services
Office of Community Services
P.O. Box 1437, Slot S-330
Little Rock, AR 72203-1427

4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.4** (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Technical Approach and Solutions to Scope of Service.
6. Respondent's Background, Experience, and Qualifications

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

RESPONDENTS SHALL SEAL THEIR PROPOSALS AND SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP.

4.2.1 Cover Sheet

The Cover Sheet shall identify:

- The name and number of the RFP and the name and address of the respondent.
- The name and title of the person authorized by the organization to contractually obligate the organization.
- The name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
- The title of the program being proposed.
- The Board President's name and address.
- Signature of the Board President

4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent. The Statement of Acknowledgement contains the following components:

1. Name, address, phone number, FAX number, and tax identification number of the respondent;
2. Indication if the respondent is a state government, local government, for profit agency, or not for profit agency;
3. Indication if the respondent is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander);
4. Indication if the respondent is a corporation, partnership, sole proprietor, or individual;
5. Names and titles of the individuals authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with DHS;
7. Statement by the respondent indicating that neither the respondent's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud;
8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
9. Statement certifying that the completed proposal includes the required number of copies of the proposal in the required format and containing all required information;
10. Statement that neither cost nor pricing data are included in the Technical Proposal;
11. Statement certifying that the respondent has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
12. Statement certifying that the respondent is a **Corporation, Limited Liability Corporation (LLC), or Professional Association (PA)** (If respondent is NOT one of the above, respondent must provide documentation evidencing proof of filing as either a **Corporation, LLC, or PA** with the Arkansas Secretary of State's office.)
(Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
13. Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
14. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
15. Statement authorizing DHS or its agents to verify the financial information requested in the RFP;
16. Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
17. Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
18. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect;
19. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.

20. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:

- The scope of work to be performed by the subcontractor;
- The subcontractor's willingness to perform the work indicated;
- The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;

21. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP.

If the respondent believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification, and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.2.5 Technical Approach and Solutions to Scope of Service

The proposal must specify the respondent's plan for meeting the objectives of the contract. The proposal shall include the following, with each section clearly labeled:

Need Statement – Describe the need for the services

Program Description, which includes the following:

- Description of the services to be offered under this contract.
- How the services will be offered.
- How these services will accomplish program goals.
- The target population(s) being served and estimated number of clients to be served.
- How the proposed services will benefit families.
- How program outcomes will be evaluated.

Proximity and accessibility of services, as evidenced by the following:

- Service delivery sites
- Schedule of operation

Service delivery must be provided in accordance with **Section 1.4** (Scope of Service), and **Attachment D** (Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP

4.2.6 Respondent's Background, Experience, and Qualifications

4.2.6.1 Background

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts
- An overview of the services provided by the organization
- Details of the respondent's familiarity and proven experience with this type of service contract.
- Any past services respondent has provided to DHS either through contract, grant or subcontract. Such past performance will be considered in rating respondent.

If the respondent has been a provider for DHS previously, they must be in good standing pursuant to the DHS Program Exclusion Policy to be considered.

If the respondent intends to utilize subcontractor(s) or consultant(s), the proposal shall so state and shall include letters of agreement, contracts and other forms of commitment which demonstrate the subcontractor's willingness to undertake their portion of the proposed project. All information required of the respondent shall be provided for subcontractors or consultants to be utilized.

The respondent shall include a statement of all contractual obligations and the respondent's involvement in litigation that could affect this work.

4.2.6.2 Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

4.2.6.3 Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

4.2.7 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. The respondent's proposal shall identify:

- How the respondent has and will make available sufficient personnel resources to perform the work proposed.
- The number and qualifications of personnel required to perform the work requested.

4.2.8 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Auditor's report (most recent)

4.3 Cost Proposal Requirements

Cost Proposal MUST be submitted under separate cover from the Technical Proposal. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected.

The Cost Proposal shall contain the items identified below. Failure to include these items may result in rejection of the proposal at the discretion of the Division/Office.

4.3.1 Budget

The proposal must provide a line item budget and budget justification for the Supportive Services for Children and Families and Special Services for the Disabled to be offered by this contract funding.

The budget to be funded through a contract resulting from the RFP must reflect services, not just commodities or goods. A combination of staff and goods to support the service delivery is acceptable.

4.3.2 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

http://www.arkansas.gov/dfa/procurement/pro_index.html

4.3.3 IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

4.4.1 Technical and cost proposals must be received by time and date specified in **Section 2.1**.

4.4.2 Technical proposal must include one original and the number of hard copies specified in **Section 4.1**.

4.4.3 Statement of Acknowledgement must be reviewed and signed in ink by individual authorized to legally bind the respondent, as specified in **Section 4.2.3**.

4.4.4 If using subcontractors or consultants, signed letters of agreement must be included

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

5.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of, and awarding of points for, the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

The number of points awarded to each Cost Proposal will be determined by the following mathematical formula:

Lowest proposed cost for evaluation

X maximum cost points

= SCORE of Cost Proposal being evaluated

Proposed cost for evaluation being evaluated

5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal to the points for the Cost Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under "Criteria". The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

CRITERIA	POSSIBLE POINTS
Approach to Scope of Work and Need for Services	300
Respondent's Background	200
Respondent's Experience	200
Respondent's Qualifications	200
Plan for evaluation of program outcomes	100
SUBTOTAL POINTS FOR TECHNICAL	
POINTS FOR COST	
Total Possible Points	1000

5.3 Contract Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT

GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

[illegible]

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.

- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. §4-11-04, the Personal Information Protection Act ("the Act"), and shall disclose any breaches of the security of Contractor's system as defined by the Act to DHS by contacting the contract Administrator within one (1) business day of the breach.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Chief Counsel Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or

fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other

reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

P.O. Box 1437, Slot S-330

(address)

Little Rock, AR 72203-1437

Attention: Lorie Williams, Assistant Director
(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except

as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment B

STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY #:			
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies: <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership <input type="checkbox"/> Yes <input type="checkbox"/> No

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
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PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
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CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

- Does this proposal contain confidential information? If "Yes", submit a redacted copy and explain on an attachment YES ☐ NO ☐
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES ☐ NO ☐
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES ☐ NO ☐
- Does the respondent intend to offer services through a subcontractor? YES ☐ NO ☐
- If services are to be provided by a subcontractor, are the required statements attached? YES ☐ NO ☐
- Does this proposal contain the required number of copies of the proposal in the required format and containing all required information? YES ☐ NO ☐
- Has the respondent refrained from including pricing information in the Technical Proposal? YES ☐ NO ☐
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification? YES ☐ NO ☐
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES ☐ NO ☐
- Does the person signing this Statement certify that he/she is authorized to make decisions as to, and is responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions? YES ☐ NO ☐
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES ☐ NO ☐
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES ☐ NO ☐
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals? YES ☐ NO ☐
- Has the respondent received any amendments to this RFP? If "YES", how many? ____ YES ☐ NO ☐
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES ☐ NO ☐
- Was the respondent's cost proposal arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor? YES ☐ NO ☐

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date
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ATTACHMENT C

**STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES ____ NO ____

1. PROCUREMENT:

Check appropriate box below for the method of procurement for this contract:

ABA Criteria ____ **Request for Proposal** ____ **Competitive Bid** ____ **Request for Qualifications** ____

Intergovernmental_____

Emergency_____

Sole Source by Justification____ (Must be attached). **Sole Source by Intent to Award**____

Sole Source by Law _____ Act _____ or Statute # _____

#

2. DATES, PARTIES:

The term of this agreement shall begin on _____ and shall end on _____.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

AGENCY NUMBER/NAME	
AGENCY NUMBER/NAME	

CONTRACTOR NAME	
ADDRESS	

3. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement	\$
---	----

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense	\$
----------------------------	----

Total compensation inclusive of expense reimbursement	\$
--	-----------

Projected total cost of contract if all available periods of extensions are completed	\$
---	----

4. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

9. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title)
certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:
Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE:

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. AUTHORITY:

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**
The Agency Representative coordinating the work of this contractor will be:

(NAME) (TITLE) (TELEPHONE #)

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number _____ to this agreement.

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:** PROFESSIONAL ____ CONSULTANT ____

17. **SIGNATURES**

CONTRACTOR DATE AGENCY DIRECTOR DATE

TITLE TITLE

ADDRESS ADDRESS

APPROVED: _____
DEPARTMENT OF FINANCE AND ADMINISTRATION DATE

Contractor Point of Contact:

Name

Telephone Number

ATTACHMENT D
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

(A) Program Deliverable

Contractor will help parents in their child-rearing role, promote healthy development and social functioning of children, prevent unnecessary removal of children from their homes, strengthen family functioning, and meet the needs of families in crisis.

Performance Indicator:

1. Contractor will provide emergency services to meet the needs of families in crisis. Emergency services include the following and are to be completed by the end of the contract period:
 - a. Contractor will provide at least 5,200 senior citizen households with food in compliance with the United States Department of Agriculture Adult Care Food Program Guidelines. Contractor may serve a single household more than once in order to count toward the 5,200 amount.
 - b. Contractor will provide at least 240 households with emergency food. Contractor may serve a single household more than once in order to count toward the 240 amount.
 - c. Contractor provide at least 600 different children with school supplies. School children in grades K-3, and 7-12 will receive a kit of supplies based on requirements from school teachers, agency staff and clients. The supplies for K-3 will include scissors, crayons, pencils, pencil box, glue and paper. Supplies for grades 4-6 will include scissors, crayons, pencils, pencil box, glue, paper, compass, protractor, rulers, spiral notebooks and folders. Supplies for grades 7-12 will include paper, compass, protractor, rulers, spiral notebook and folders.
 - d. Contractor will provide at least 350 different children with Christmas toys.
 - e. Contractor will provide at least 500 different households with financial assistance.
2. The provision of services will be based on the family's need as determined by an assessment conducted by the provider and acceptable to the Division of County Operations which may include collateral contacts as needed. The assessment will be completed within 15 working days from the time of the family's request for assistance. The Contractor will document its assessment and will submit quarterly reports showing the clients served and the type of supportive activities provided. Quarterly reports must be submitted to the Contract administrator thirty days after the end of

each quarter.

3. The provision of services will be based on the DHS Referral card issued to each eligible recipient.

Acceptable Performance:

One hundred percent compliance with all performance indicators is required at all times.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:

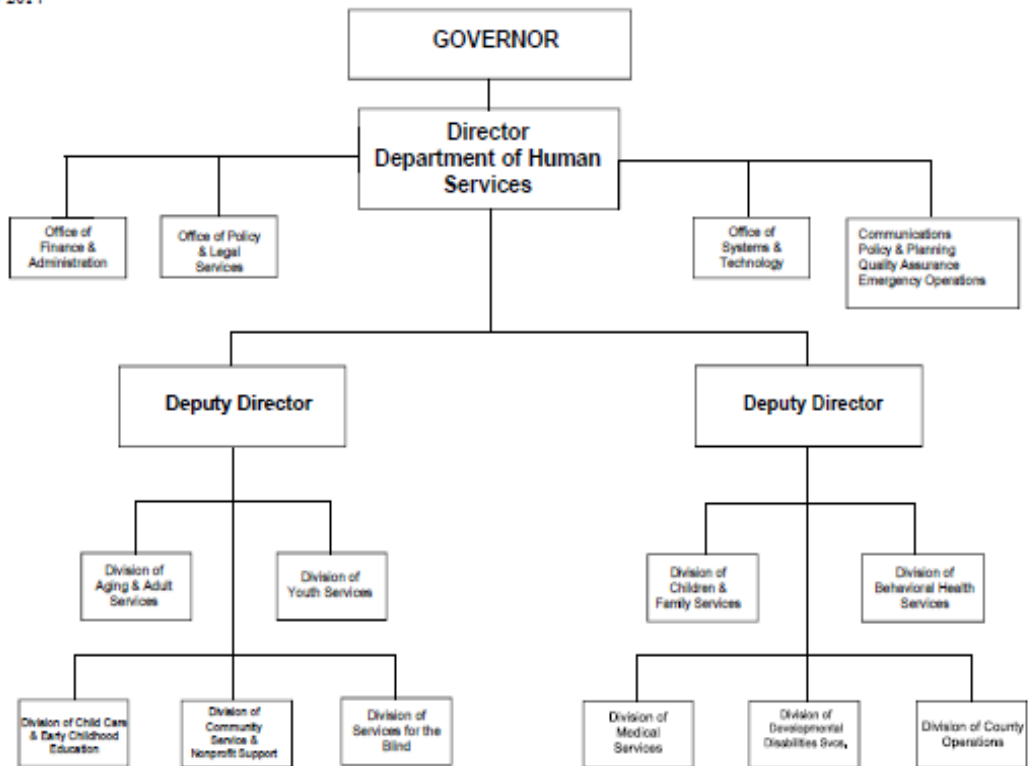
Acceptable performance shall be determined solely at the discretion of the Department of Human Services. One or more of the following remedies will be imposed for unacceptable performance of the performance indicators:

1. Contractor will be required to submit and implement an acceptable corrective action plan approved by the Assistant Director or designee.
2. Payment may be withheld or reduced.
3. The contract may be terminated.

ATTACHMENT E

DEPARTMENT OF HUMAN SERVICES ORGANIZATION

Arkansas Department of Human Services
January 2014



ATTACHMENT F

ORGANIZATION

Arkansas Department of Human Services Division of County Operations January 2015

